

American Consulate General Hong Kong
September 1, 2006

To: Prospective Quoters

Subject: Request for Quotations number S-HK300-06-Q-0542

Below is a Request for Quotations (RFQ) for mail transport services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by October 13, 2006, at 12:00 noon.

Sincerely,

Riley O. Lynch
Contracting Officer

Attachment

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. S-HK300-06-Q-0542	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Stephen Choi or Riley Lynch				b. TELEPHONE NO. <i>(No collect calls)</i> (852) 2841 2321 or (852) 2841 2233	
8. OFFER DUE DATE/LOCAL TIME October 13, 2006 12:00 Noon		9. ISSUED BY GSO U.S. Consulate General 26 Garden Road Hong Kong.		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO U.S. Consulate General Hong Kong.		16. ADMINISTERED BY IPC			
17a. CONTRACTOR/OFFEROR		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY FMO U.S. Consulate General 26 Garden Road Hong Kong.			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
1		Transportation Services as per the attached schedule. <i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> Riley O. Lynch		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

STANDARD FORM 1449 (10-95) BACK

**Transportation Services
U.S. Consulate General in Hong Kong**

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER S-HK300-06-Q-0542 PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price purchase order is to for the transportation services, including furnishing all labor, material, equipment and services (except where the contract states otherwise), for the U.S. Consulate General Hong Kong in accordance with Attachment A.
- B. The contract will be for a one-year period from the date of the contract award, with four (4) one-year options.

II. PRICING

All prices must be made in Hong Kong dollars only.

II.1 BASE YEAR RATES

(Base year is anticipated to begin 15 working days after the award of this contract.)

(a) Standard Services.

The fixed rate (in HK\$) is:

Per Month _____

Per Year _____ (per month X 12)

(b) Temporary Additional Services (TAS).

“Temporary Additional Services” include all services not identified in “Standard Services” of this section, including overtime, Saturday, Sunday and Local Public Holidays. Quantities in this contract are estimates. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the price will remain the same. For the TAS, the contractor shall receive payment only as reimbursement, at the below rates, for services actually ordered and performed.

<u>Description</u>	<u>Price per event</u>	x <u>Estimated Qty</u>	= <u>Total Price</u>
Transport materials from the U.S. Consulate's Office Building (COB) to Chek Lap Kok international airport	_____	<u>4</u> _____	_____
Transport materials for loading at the U.S. Consulate's Office Building (COB) and unloading at the airport	_____	<u>4</u> _____	_____
Labor to load and unload escorted materials transported between the airport and the COB	_____	<u>4</u> _____	_____
Labor for the loading at the COB and unloading at the main train station and loading at the train station	_____	<u>4</u> _____	_____
Labor for the unloading at at the main train station in Kowloon and unloading at the COB	_____	<u>4</u> _____	_____
Labor for the loading at the COB and unloading at the main train station in Kowloon	_____	<u>4</u> _____	_____
Total (Base Year): Standard and Temporary Additional Services			_____

During this contract period, the Government shall place orders totaling a minimum of HK\$2,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed HK\$240,000. This reflects the contract maximum for this period of performance.

II.2 **FIRST OPTION YEAR** (Continuing twelve months from the expiration of Base Year identified above) RATES

(a) Services. The fixed rate (in HK\$) is:

Per Month _____

Per Year _____ (per month X 12)

(b) Temporary Additional Services (TAS).

“Temporary Additional Services” include all services not identified in “Standard Services” of this section, including overtime, Saturday, Sunday and Local Public Holidays. Quantities in this contract are estimates. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the price will remain the same. For the TAS, the contractor shall receive payment only as reimbursement, at the below rates, for services actually ordered and performed.

<u>Description</u>	<u>Price per event</u>	x <u>Estimated Qty</u>	= <u>Total Price</u>
Transport materials from the U.S. Consulate’s Office Building (COB) to Chek Lap Kok international airport	_____	_____4_____	_____
Transport materials for loading at the U.S. Consulate’s Office Building (COB) and unloading at the airport	_____	_____4_____	_____
Labor to load and unload escorted materials transported between the airport and the COB	_____	_____4_____	_____
Labor for the loading at the COB and unloading at the main train station and loading at the train station	_____	_____4_____	_____

Labor for the unloading at at _____ 4 _____
the main train station in
Kowloon and unloading at the
COB

Labor for the loading at the _____ 4 _____
COB and unloading at the
main train station in Kowloon

Total (First Option Year): Standard and Temporary Additional Services _____

During this contract period, the Government shall place orders totaling a minimum of HK\$2,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed HK\$240,000. This reflects the contract maximum for this period of performance.

II.3 **SECOND OPTION YEAR** (Continuing twelve months from the expiration of First Option Year identified above) RATES

(a) Services. The fixed rate (in HK\$) is:

Per Month _____

Per Year _____ (per month X 12)

(b) Temporary Additional Services (TAS).

“Temporary Additional Services” include all services not identified in “Standard Services” of this section, including overtime, Saturday, Sunday and Local Public Holidays. Quantities in this contract are estimates. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the price will remain the same. For the TAS, the contractor shall receive payment only as reimbursement, at the below rates, for services actually ordered and performed.

<u>Description</u>	<u>Price per event</u>	x <u>Estimated Qty</u>	= <u>Total Price</u>
Transport materials from the U.S. Consulate’s Office Building (COB) to Chek Lap Kok international airport	_____	<u>4</u> _____	_____

Transport materials for loading at the U.S. Consulate's Office Building (COB) and unloading at the airport	_____	_____4_____	_____
Labor to load and unload escorted materials transported between the airport and the COB	_____	_____4_____	_____
Labor for the loading at the COB and unloading at the main train station and loading at the train station	_____	_____4_____	_____
Labor for the unloading at at the main train station in Kowloon and unloading at the COB	_____	_____4_____	_____
Labor for the loading at the COB and unloading at the main train station in Kowloon	_____	_____4_____	_____
Total (Second Option Year): Standard and Temporary Additional Services	_____		_____

During this contract period, the Government shall place orders totaling a minimum of HK\$2,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed HK\$240,000. This reflects the contract maximum for this period of performance.

II.4 **THIRD OPTION YEAR** (Continuing twelve months from the expiration of Second Option Year identified above) RATES

(a) Services. The fixed rate (in HK\$) is:

Per Month _____

Per Year _____ (per month X 12)

(b) Temporary Additional Services (TAS).

“Temporary Additional Services” include all services not identified in “Standard Services” of this section, including overtime, Saturday, Sunday and Local Public Holidays. Quantities in this contract are estimates. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the price will remain the same. For the TAS, the contractor shall receive payment only as reimbursement, at the below rates, for services actually ordered and performed.

<u>Description</u>	<u>Price per event</u>	x <u>Estimated Qty</u>	= <u>Total Price</u>
Transport materials from the U.S. Consulate’s Office Building (COB) to Chek Lap Kok international airport	_____	_____4_____	_____
Transport materials for loading at the U.S. Consulate’s Office Building (COB) and unloading at the airport	_____	_____4_____	_____
Labor to load and unload escorted materials transported between the airport and the COB	_____	_____4_____	_____
Labor for the loading at the COB and unloading at the main train station and loading at the train station	_____	_____4_____	_____
Labor for the unloading at at the main train station in Kowloon and unloading at the COB	_____	_____4_____	_____
Labor for the loading at the COB and unloading at the main train station in Kowloon	_____	_____4_____	_____
Total (Third Option Year): Standard and Temporary Additional Services			_____

During this contract period, the Government shall place orders totaling a minimum of

HK\$2,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed HK\$240,000. This reflects the contract maximum for this period of performance.

II.5 **FOURTH OPTION YEAR** (Continuing twelve months from the expiration of Third Option Year identified above) **RATES**

(a) Services. The fixed rate (in HK\$) is:

Per Month _____

Per Year _____ (per month X 12)

(b) Temporary Additional Services (TAS).

“Temporary Additional Services” include all services not identified in “Standard Services” of this section, including overtime, Saturday, Sunday and Local Public Holidays. Quantities in this contract are estimates. The Government does not guarantee these estimated quantities and the contractor shall have no right to equitable adjustment if the estimated quantities are not ordered. If the quantities change, the price will remain the same. For the TAS, the contractor shall receive payment only as reimbursement, at the below rates, for services actually ordered and performed.

<u>Description</u>	<u>Price per event</u>	x <u>Estimated Qty</u>	= <u>Total Price</u>
Transport materials from the U.S. Consulate’s Office Building (COB) to Chek Lap Kok international airport	_____	_____4_____	_____
Transport materials for loading at the U.S. Consulate’s Office Building (COB) and unloading at the airport	_____	_____4_____	_____
Labor to load and unload escorted materials transported between the airport and the COB	_____	_____4_____	_____

Labor for the loading at the COB and unloading at the main train station and loading at the train station	_____	_____4_____	_____
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Labor for the unloading at at the main train station in Kowloon and unloading at the COB	_____	_____4_____	_____
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Labor for the loading at the COB and unloading at the main train station in Kowloon	_____	_____4_____	_____
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Total (Fourth Option Year): Standard and Temporary Additional Services	_____		
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During this contract period, the Government shall place orders totaling a minimum of HK\$2,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed HK\$240,000. This reflects the contract maximum for this period of performance.

**CONTINUATION TO SF-1449, RFQ NUMBER S-HK300-06-Q-0542
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

A. STATEMENT OF WORK

The purpose of this firm fixed-price contract is to obtain transportation services as described in this Statement of Work. The transportation services include the loading, unloading, packaging, transport, and clearing (in accordance with Hong Kong Government regulations) of mail, diplomatic pouches, and other U.S. Government (Government hereafter) owned and managed materials. The contractor shall furnish all the labor and materials necessary for the performance of the tasks listed in this statement of work with the exception Government-provided property. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below:

A.1 General

The contractor shall prepare general instructions for the work force. The contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

A.2 Definitions

"General Instructions" mean those instructions, directives, and guidance that apply to all employees working under this Contract.

"COB" means the U.S. Consulate General's Office Building located at 26 Garden Road, Hong Kong.

"Airport" means Chek Lap Kok International Airport located in Lantau.

"SAR" stands for the Hong Kong Special Administrative Region.

"Train Station" means the Kowloon-Canton Railway Train Station located in Hung Hom, Kowloon.

"IRM" means the Consulate's Information Resources Management office that is responsible for the movement of mail and pouches into and out of Hong Kong.

"Daily" means 5 days per week excluding Saturdays, Sundays, and both local Hong Kong and United States holidays. However, work required on an American holiday that is not also a Hong Kong holiday is considered to be part of the services.

“CO” means the Contracting Officer who has granted a warrant to sign contracts and order goods/services for the U.S. Government.

"COR" means the Contracting Officer's Representative.

“Escort” means all services should be under the supervision of the Consulate escort.

“Unescort” means all services can be handled by the contractor and needs no supervision of the Consulate escort.

B. Duties and Responsibilities

The contractor shall perform standard services (see Section G.1) as needed from 8:00 a.m. to 7:00 p.m., Monday to Friday. Work required on an American holiday that is not also a Hong Kong holiday is considered to be part of the services. The exact days and times mentioned in Sections C.1.1-C.1.6 are intended to give the contractor a comprehensive picture of the work required in this contract.

C. Services and Performance Standards

C.1 Standard services as defined above shall include:

C.1.1 Monday through Friday

Contractor shall transport materials from the U.S. Consulate's Office Building (COB) to Chek Lap Kok international airport.

- 8:30 a.m., Contractor shall load at the COB outbound mail, pouches, and other materials, and transport and deliver these materials to the airport. At the COB, these materials shall be picked up in the mailroom on the ground floor via the Consulate's rear parking lot.
- It is estimated that six times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.
- 9:45 a.m., The contractor shall arrive at the airport to unload and deliver these materials to an outbound carrier, to be identified by the COR on a weekly basis, for onward shipment outside of Hong Kong.
- The contractor is responsible for ensuring that the Hong Kong Airport Handling Authority (AHA) accurately records the weights and measurements of all materials. The weights and measurements recorded by the Consulate mailroom should be approximately the same as the weights and measurements showing up on the AHA bill for the same materials.

Contractor shall transport materials to the U.S. Consulate's Office Building (COB) from the Chek Lap Kok international airport.

- *11:00 a.m.*, The contractor shall load at the airport mail, pouches, and other materials, and transport them to the COB. The COR will provide a flight schedule on a weekly basis, monthly to the contractor.
- It is estimated that six times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.
- *One hours after the flight has landed*, the contractor shall arrive at the COB to unload these materials in the mailroom on the ground floor via the Consulate's rear parking lot.

C.1.1.1 Annual workload estimates:

Escorted:

No. of days materials shall be transported between airport and COB: 50
Total weight (kgs.) for materials transported from COB to airport: 8,500
Total weight (kgs.) for materials transported from airport to COB: 15,000

Unescorted:

No. of days materials shall be transported between airport and COB : 240
Total weight (kgs.) for materials transported from COB to airport: 147,000
Total weight (kgs.) for materials transported from airport to COB: 46,000

C.1.2 Every other Tuesday

Contractor shall provide labor for the loading at the COB and unloading at the airport of escorted mail, pouches, and other materials.

- *12:00 noon*, The contractor shall meet the Government escort and Government driver, (identified by the COR) at the airport to load escorted materials onto the Government truck.
- *Two to two and one half hours after loading materials*, the contractor shall unload the escorted materials at the airport under the supervision of a Government escort. The materials shall be delivered to an outbound carrier, to be identified by the COR on a weekly basis, for onward shipment outside of Hong Kong.
- Estimated Quantity: 250 kg (2.0 cubic meters) of materials.

C.1.2.1 Annual workload estimates:

No. of days escorted materials shall be transported from airport to the COB: 40
Total weight (kgs.) for escorted materials: 45,000

C.1.3 Every other Wednesday

Contractor shall provide labor to load and unload escorted materials transported between the airport and COB.

- 12:30 p.m., the contractor shall meet the Government escort at the designated airline carrier and obtain the necessary Customs and Immigration paperwork.
- Within one hour after the landing of the aircraft, the contractor along with the Government driver, (identified by the COR) shall meet the Government escort at the designated gatehouse to load escorted materials onto the Government truck.
- At the COB the contractor labor shall unload these escorted materials under the supervision of the Government escort and deliver them to pouch room on the ground floor.
- The contractor shall sort/stack mail pouches in accordance with escort's instructions.
- Estimated Quantities: an average of 650 kg (2.0 cubic meters) of materials.

C.1.3.1 Estimated Annual Workload Estimates:

No. of days escorted materials shall be transported between the COB and the airport:
26
Total weight (kgs.) for "escorted" materials: 10,000

C.1.4 Thursday after a Wednesday Inbound

Contractor shall provide labor for the loading at the COB and unloading at the main train station in Kowloon and loading at the train station of escorted mail, pouches, and other materials.

- 12:30 p.m., contractor shall meet at the COB and load the escorted materials onto the Government vehicle for transport to the train station.
- The Consulate shall then transport these materials to the train station.
- The contractor labor shall unload the escorted materials at the train station under the supervision of the Government couriers.

- *Forty-five minutes after loading the material*, the contractor shall unload these “escorted” materials at the train station under the supervision of the two Government couriers.
- Estimated Quantities: an average of 700 kg (1.3 cubic meters) of materials.

C.1.4.1 Annual Estimated Workload Estimates:

No. of days "escorted" materials shall be transported between the COB and the train station: 26

Total weight (kgs.) for "escorted" materials: 18,200

C.1.5 Every other Thursday

The contractor shall provide labor for the unloading at the main train station in Kowloon and unloading at the COB of escorted mail, pouches, and other materials.

- *11:00 a.m.*, Contractor shall meet two Government couriers from Guangzhou and a Government driver at the main train station in Kowloon to load escorted mail, pouches, and other materials onto a Government truck.
- The Government shall then transport these materials to the COB.
- *Forty-five minutes after loading the material*, the Contractor shall unload these “escorted” materials at COB under the supervision of the Government escort and deliver them to the pouch room on the ground floor.
- The Contractor shall sort/stack mail pouches in accordance with escort’s instructions.
- Estimated Quantities: an average of 100 kg (1.3 cubic meters) of materials.

C.1.5.1 Annual Estimated Workload Estimates:

No. of days "escorted" materials shall be transported between the COB and the airport: 26

Total weight (kgs.) for "escorted" materials: 2,600

C.1.6 Every other Friday

The contractor shall provide labor for the loading at the COB and unloading at the main train station in Kowloon of escorted mail, pouches, and other materials.

- *10:45 a.m.*, Contractor shall meet two Government couriers from Guangzhou

and a Government driver at the COB to load escorted mail, pouches, and other materials onto a Government truck.

- The Government shall then transport these materials to the train station.
- *Forty-five minutes after loading the material*, the Contractor shall unload these “escorted” materials at the train station under the supervision of the two Government couriers.
- Estimated Quantities: an average of 200 kg (2.0 cubic meters) of materials.

C.1.6.1 Estimated Annual Workload Estimates:

No. of days "escorted" materials shall be transported between the COB and the train station: 26

Total weight (kgs.) for "escorted" materials: 5,200

C.1.7 Forms and Clearances

Contractor shall be responsible for processing all Hong Kong Government (including Customs forms) clearances that are required to bring these materials into the Hong Kong Special Administrative Region (SAR).

Contractor shall prepay airlines' handling charges and/or related fees up to HK\$9,000.00 per month and transport materials to the American Consulate's Office Building (COB) from Chek Lap Kok international airport.

C.1.8 Acceptable performance threshold

No more than one (1) Government complaint per month related to a late delivery, accidental damage, or other contractor performance problem.

C.1.9 Disposal of Materials

- The contractor shall remove from the COB and dispose of offsite wooden crates, cardboard boxes, and other materials used to protect the escorted materials that are transported. The contractor shall comply with all relevant Hong Kong environmental regulations governing the proper disposal of waste materials.
- The contractor shall remove materials from either the escorted pouch room or the rear parking lot within five (5) working days after receiving a request from the COR.

C.1.9.1 Acceptable performance threshold: No more than one (1) Government complaint per month related to a late disposal or other contractor performance problem.

C.1.9.2 Estimated Annual Workload Estimates:

No. of wooden crates: 50.

Average volume (cubic meters) of each wooden crate: 100.

Annual weight estimate (kgs): Outgoing 150,000

Incoming 49,000.

C.1.10 MAGNITUDE OF WORK

The annual workload set forth for standard services are estimates, and the Government recognizes there could be increases or decreases in these amounts during the contract period of performance. However, under no circumstances would the contractor be entitled to any type of an equitable adjustment to the monthly rate for any increase(s) or any decrease(s) in these estimates during the base year, or any option year, if exercised.

C.1.11 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
Draft Instructions	1	30 days after award	COR
Unescorted Mail Loading Services at COB	1 or 2	daily	COB
Unescorted Mail Transport Services from COB to Airport	1 or 2	daily	Airport
Unescorted Mail Unloading Services at Airport	1 or 2	daily	Airport
Unescorted Mail Loading Services at Airport	1 or 2	daily	Airport
Unescorted Mail Transport Services from Airport to COB	1 or 2	daily	COB
Unescorted Mail Unloading Services at COB	1 or 2	daily	COB

Ensure Accuracy of Weights and Measures of Unescorted Mail	1 or 2	daily	Airport
Escorted Mail Loading Services at COB	1	Tuesdays	Airport
Escorted Mail Unloading Services at Airport	1	Tuesdays	Airport
Escorted Mail Unloading Services at Airport	1	Wednesdays	COB
Escorted Mail Unloading Services at COB	1	Wednesdays	COB
Escorted Mail Loading Services at Train Station	1	Every other Thursday	COB
Escorted Mail Unloading Services at COB	1	Every other Thursday	COB
Escorted Mail Loading Services at COB	1	Every other Thursday	Train station
Escorted Mail Unloading Services at Train station	1	Every other Thursday	Train station
Escorted Mail Loading Services at COB	1	Every other Friday	Train station
Escorted Mail Unloading Services at Train Station	1	Every other Friday	Train Station
Disposal of Material	N/A	Within 5 days	N/A

of COR Request

List of Workers and Foremen	1	2 days after award	COR
Evidence of Insurance	N/A	5 days after award	COR

C.2 Temporary Additional Services as defined above shall include:

C.2.1 Monday through Friday

Contractor shall transport materials from the U.S. Consulate's Office Building (COB) to Chek Lap Kok international airport.

- Contractor shall load at the COB outbound mail, pouches, and other materials, and transport and deliver these materials to the airport. At the COB, these materials shall be picked up in the mailroom on the ground floor via the Consulate's rear parking lot.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.
- The contractor shall arrive at the airport to unload and deliver these materials to an outbound carrier, to be identified by the COR, for onward shipment outside of Hong Kong.
- The contractor is responsible for ensuring that the Hong Kong Airport Handling Authority (AHA) accurately records the weights and measurements of all materials. The weights and measurements recorded by the Consulate mailroom should be approximately the same as the weights and measurements showing up on the AHA bill for the same materials.

Contractor shall transport materials to the U.S. Consulate's Office Building (COB) from the Chek Lap Kok international airport.

- The contractor shall load at the airport mail, pouches, and other materials, and transport them to the COB. The COR will provide a flight schedule on a weekly basis, monthly to the contractor.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.
- *One hours after the flight has landed*, the contractor shall arrive at the COB to unload these materials in the mailroom on the ground floor via the Consulate's rear parking lot.

C.2.2 Every other Tuesday

Contractor shall provide labor for the loading at the COB and unloading at the airport of escorted mail, pouches, and other materials.

- The contractor shall meet the Government escort and Government driver, (identified by the COR) at the airport to load escorted materials onto the Government truck.
- *Two to two and one half hours after loading materials*, the contractor shall unload the escorted materials at the airport under the supervision of a Government escort. The materials shall be delivered to an outbound carrier, to be identified by the COR on a weekly basis, for onward shipment outside of Hong Kong.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.

C.2.3 Every other Wednesday

Contractor shall provide labor to load and unload escorted materials transported between the airport and COB.

- The contractor shall meet the Government escort at the designated airline carrier and obtain the necessary Customs and Immigration paperwork.
- Within one hour after the landing of the aircraft, the contractor along with the Government driver, (identified by the COR) shall meet the Government escort at the designated gatehouse to load escorted materials onto the Government truck.
- At the COB the contractor labor shall unload these escorted materials under the supervision of the Government escort and deliver them to pouch room on the ground floor.
- The contractor shall sort/stack mail pouches in accordance with escort's instructions.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.

C.2.4 Thursday after a Wednesday Inbound

Contractor shall provide labor for the loading at the COB and unloading at the main train station in Kowloon and loading at the train station of escorted mail, pouches, and other materials.

- Contractor shall meet at the COB and load the escorted materials onto the Government vehicle for transport to the train station.
- The Consulate shall then transport these materials to the train station.
- The contractor labor shall unload the escorted materials at the train station under the supervision of the Government couriers.
- *Forty-five minutes after loading the material*, the contractor shall unload these “escorted” materials at the train station under the supervision of the two Government couriers.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.

C.2.5 Every other Thursday

The contractor shall provide labor for the unloading at the main train station in Kowloon and unloading at the COB of escorted mail, pouches, and other materials.

- Contractor shall meet two Government couriers from Guangzhou and a Government driver at the main train station in Kowloon to load escorted mail, pouches, and other materials onto a Government truck.
- The Government shall then transport these materials to the COB.
- *Forty-five minutes after loading the material*, the Contractor shall unload these “escorted” materials at COB under the supervision of the Government escort and deliver them to the pouch room on the ground floor.
- The Contractor shall sort/stack mail pouches in accordance with escort’s instructions.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.

C.2.5 Every other Friday

The contractor shall provide labor for the loading at the COB and unloading at the main train station in Kowloon of escorted mail, pouches, and other materials.

- Contractor shall meet two Government couriers from Guangzhou and a Government driver at the COB to load escorted mail, pouches, and other materials onto a Government truck.
- The Government shall then transport these materials to the train station.
- *Forty-five minutes after loading the material*, the Contractor shall unload these “escorted” materials at the train station under the supervision of the two Government couriers.
- It is estimated that 4 times a year that the estimated quantities will be: 1000 kg (9 cubic meters) of materials.

C.2.6 Forms and Clearances

Contractor shall be responsible for processing all required Hong Kong Government (including Customs forms) clearances as that are required to bring these materials into the Hong Kong Special Administrative Region (SAR).

C.2.7 Acceptable performance threshold

No more than one (1) Government complaint per month related to a late delivery, accidental damage, or other contractor performance problem.

C.2.8 Disposal of Materials

- The contractor shall remove from the COB and dispose of offsite wooden crates, cardboard boxes, and other materials used to protect the escorted materials that are transported. The contractor shall comply with all relevant Hong Kong environmental regulations governing the proper disposal of waste materials.
- The contractor shall remove materials from either the escorted pouch room or the rear parking lot within five (5) working days after receiving a request from the COR.

C.2.9.1 Acceptable performance threshold: No more than one (1) Government complaint per month related to a late disposal or other contractor performance problem.

C.2.9.2 Estimated Annual Workload Estimates:

No. of wooden crates: 80.

Average volume (cubic meters) of each wooden crate: 0.85.

D. Management and Supervision

D.1 The contractor shall designate a representative who shall be responsible for supervision of the contractor's workforce during all times that services are being delivered under this contract. This supervisor shall be the focal point for the contractor and shall act as liaison with U.S. Government personnel. The supervisor shall have a good working knowledge of both written and spoken English (Level 3 in the U.S. Foreign Service system).

D.2 Quality Control shall be the responsibility of the contractor. This shall include assuring that each move or operation is done within the schedule specified.

E. Locations For Transportation Services

The locations for the work required in this contract are listed below.

<u>Location</u>	<u>Address</u>
Consulate General Office Building (COB)	26 Garden Road, Hong Kong
Hong Kong International Airport	Lantau, Hong Kong
Kowloon-Canton Railway Train Station	Hunghom, Kowloon.

F. Personnel Requirements

F.1 ***Cleared Personnel.*** The contractor is required to provide services using personnel who possess the required security clearances and building passes to work in the Government facilities. Typically the Government requires at least five (5) working days to perform the necessary background checks for such clearances. The Government reserves the right to deny access to any personnel.

F.2 ***Standards of Conduct.***

F.2.1 ***General.*** The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services

at no additional cost to the Government.

F.2.2 ***Health.*** All contractor personnel working on this contract must be free from communicable disease.

F.2.3 ***Neglect of duties shall not be condoned.*** This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or to cooperate in upholding the integrity of worksite security.

F.2.4 ***Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting is prohibited.*** Also prohibited are participation in disruptive activities which interfere with normal and efficient Government operations.

F.2.5 ***Intoxicants and Narcotics.*** The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

F.2.6 ***Criminal Actions.*** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

G. Working Hours

G.1 Working hours are from 8:00 a.m. to 7:00 p.m., Monday through Friday. These are the normal working hours for this contract. Work required on an American holiday that is not also a Hong Kong holiday is considered to be part of the services. When escorted courier runs are cancelled due to an American or local holiday, the regularly scheduled deliveries shall shift to the next business day.

H. Government Approval and Acceptance of Contractor Employees

H.1 Two days after award, the contractor shall submit to the Contracting Officer a list of workers and foremen assigned to this project. The contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the contractor, including recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. All such investigations shall be provided in summary form to the COR for review and approval or disapproval. **THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.**

For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Hong Kong Identity Card number
Passport No. (if applicable)
Chinese Commercial Code

H.2 Failure to provide any of the information may be considered grounds for rejection of the application.

H.3 The Government shall issue a badge to the approved contractor employees for access to the site after completing the security screening and approving the contractor's employees. The Government may revoke a badge at any time due to falsification of data or misconduct on site.

H.4 These identity cards are the property of the U.S. Government and the contractor is responsible for their return upon termination of the contract, when an employee leaves contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

I. Materials and Equipment

- The Government shall provide the following as Government-furnished property (GFP) for the transport of escorted materials:

One (1) light goods vehicle (Isuzu NPR70L-RPV(W) 5.5T 4-cylinder OHC Diesel Light Duty Truck) operated by a Government-provided driver. The truck is in fair condition but still runs well. Vehicle in **good-to-fair operating condition**. Minor signs of wear and tear. Some non-routine servicing/maintenance, and/or repairs required. Vehicle is still providing economical service. It should remain safe and cost-effective to operate for the foreseeable future.

- The contractor shall provide all other vehicles, equipment, and material needed for the performance of this contract.

J. Insurance

J.1 ***Amount of Insurance.*** The contractor's attention is directed to Attachment C, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the contractor is required to provide whatever insurance is legally necessary according to Hong Kong government regulations. The contractor, shall, at its own expense, provide and maintain during the entire performance period the following types of insurance:

J.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

Employee Compensation of the Contractor's employee:

No. of Employees	Amount of Insurance Cover per Event
Not more than 200	Not less than HK\$100 million
More than 200	Not less than HK\$200 million

Public liability to third party bodily injury and property damage:

For Any One Accident:	HK\$10 million
For Any One Period of Insurance:	Unlimited

J.3 The foregoing types of insurance in the amounts required by local law are the minimums required. The contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

J.4 The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the contractor's performance of this contract. The contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

J.5 The contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

J.6 ***Government as Additional Insured.*** The general liability policy required of the contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

J.7 ***Time for Submission of Evidence of Insurance.*** The contractor shall provide evidence of the insurance required under this contract within five (5) working days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in the rescinding or termination of the contract by the Government.

K. Laws and Regulations

K.1 Without additional expense to the Government, the contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict between the requirements of the contract and those of local law, the contractor shall promptly advise the Contracting Officer of the conflict and of the contractor's proposed course of action for resolution by the Contracting Officer.

K.2 The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

Personal Injury, Property Loss or Damage (Liability)

The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract.

Permits

Without additional cost to the Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with his proposal.

Also the contractor should open a company account with both Cargo Terminal Operators (CTOs) – HACTL (since 1992) and AAT (since 1999) in the Airlines Import Shipment Release System (AISRS) as the authorized agent of the Consulate General to collect the Consulate cargoes through AISRS created and maintained by the Hongkong Association of Freight Forwarding and Logistics Ltd (HAFFA) Secretariat). The registration fee and associated costs of HAFFA arrangements should be handled and paid by the contractor but they can be reimbursed upon proof of such arrangements.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (AUG 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	<u>Clause Number and Title</u>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003) (applies only if Government-furnished property is a part of this purchase order)

The following FAR clauses are provided in full text:

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than HK\$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of HK\$40,000;

(2) Any order for a combination of items in excess of HK\$40,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice

stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in one original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

(a) The Department of State observes the following days as holidays:

Sunday, January 1	New Year's Day	A/L
Monday, January 16	Martin Luther King's Birthday	A
Monday, January 30	Second day of the Lunar New Year	L
Tuesday, January 31	Third day of the Lunar New Year	L
Monday, February 20	President's Day	A
Wednesday, April 5	Ching Ming Festival	L
Friday, April 14	Good Friday	L
Monday, April 17	Easter Monday	L
Monday, May 1	Labor Day	L
Monday, May 29	Memorial Day	A
Wednesday, May 31	Tuen Ng Festival	L
Tuesday, July 4	Independence Day	A
Monday, September 4	Labor Day	A
Monday, October 2	The day following National Day	L
Monday, October 9	Columbus Day	A
Monday, October 30	Chung Yeung Festival	L
Saturday, November 11	Veterans Day	A
Thursday, November 23	Thanksgiving Day	A
Monday, December 25	Christmas Day	A/L

Tuesday, December 26 First Week-Day after Christmas Day L

A - American Holiday/L - Local Holiday

Notes: Four local holidays falling on Saturdays are not included in the 2006 holiday schedule (The day preceding Lunar New Year's Day, January 28; The day following Good Friday, April 15; Hong Kong Special Administrative Region Establishment Day, July 1 and The day following Chinese Mid-Autumn Festival, October 7)

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the chief of the Consulate's Information Program Center (IPC) office.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person; (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which

contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2006), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Consulate) who understands written and spoken English and a prior work history demonstrating prior experience by the Manager/liaison in performing similar work;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) a copy of the Certificate of Insurance, or

(7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on September 27, 2006 at 9:00 a.m. at 26 Garden Road, Reception. If you plan to attend it, please send by Monday, September 25, 2006, the name of your company’s representative to Administrative Assistant, Stephen Choi either by email (ChoiSC@state.gov) or fax ((852) 2845-1598). Participants will meet at Reception, 26 Garden Road, Hong Kong.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not

participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, the Management Officer, at 2523-9011 (fax 2845-1598). For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent;

Name _____.

TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

Defense Base Act Insurance – Covered Contractor Employees

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Attachment A
Performance Work Statement –required for services only

QUALITY ASSURANCE PLAN (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all transportation services set forth in the performance work statement (PWS)	A-K	All required services are performed and no more than one (1) customer complaint is received per month

1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor

and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.